

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

ANDREW F. ARRIETA,

Plaintiff,

vs.

No. 1:17-cv-00986-MV-KBM

SARAH E. BENNETT and
ROTHSTEIN, DONATELLI, HUGHES,
DAHLSTROM & SCHOENBURG, LLP

Defendants.

DEFENDANTS' INITIAL DISCLOSURES

Sarah E. Bennett, by and through her undersigned counsel, hereby provide their initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1)(A) and the Court's Initial Scheduling Order (Doc. 12):

A. Witnesses

The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that Defendants may use to support their claims or defenses, unless the use would be solely for impeachment:

1. Sarah Bennett, Esq.
c/o her undersigned counsel

Ms. Bennett will provide testimony regarding her representation of the Plaintiff in the underlying divorce action and respond with testimony supporting her response to Plaintiff's Amended Complaint and her other defenses.

2. David Walther, Esq.
123 E. Marcy St. • Suite 205
Santa Fe, New Mexico 87501
(505) 795-7117

Mr. Walther represented Plaintiff's former wife in the underlying divorce action. It is anticipated that Mr. Walther will provide testimony regarding the issues litigated in that case to include issues which are questioned in this legal malpractice case. It is also anticipated that Mr. Walther will provide factual testimony regarding that litigation. Because Mr. Walther is a member of the New Mexico bar whose practice has focused in the area of domestic relations, Mr. Walther's testimony may necessarily also involve expert opinion testimony regarding the underlying domestic relations case.

3. Morgan E. Honeycutt, Esq.
c/o the undersigned counsel

Ms. Honeycutt was a lawyer with the Rothstein Law Firm during the pendency of the underlying domestic relations case and worked with Ms. Bennett in the representation of the Plaintiff in that case. Like Ms. Bennett, Ms. Honeycutt will provide testimony regarding the representation of the Plaintiff in the

underlying divorce action and respond with testimony supporting Defendant Bennett's response to Plaintiff's Amended Complaint and Bennett's other defenses.

4. Amber R. Macias-Mayo
123 E. Marcy St. • Suite 205
Santa Fe, New Mexico 87501
(505) 795-7117

It is believed that Ms. Macias-Mayo may have been involved in the representation of the Plaintiff's wife in the underlying domestic relations case. In addition, Ms. Macias-Mayo may have knowledge of facts related to the timing of Ms. Bennett joining the Walther Law Firm.

5. Jocelyn Barrett
Current address not known

Ms. Barrett was an associate with the Rothstein Law Firm and worked briefly on the domestic relations case. Upon information and belief, Ms. Barrett has left the practice of law. It is not known what information she may have or recall and she is only being identified because she did work on the case.

6. Andrew Arrieta

It is believed that Mr. Arrieta will provide testimony regarding the claims he is asserting in his First Amended Complaint.

7. Rachel Rogers
Address not known at this time

Ms. Rogers is Plaintiff's former wife and it is believed she will provide testimony related to the underlying marriage, events surrounding the marriage and

the handwritten agreement attached to the First Amended Complaint as Exhibit A. It is also believed Ms. Rogers will have information related to the underlying domestic relations case and the marital agreement reached in that case.

8. Richard R. Rogers.
c/o Richard Lees, Esq.
1012 Marquez Place • Unit 402
Santa Fe, New Mexico 87205
(505) 989-0544

Ms. Rogers' father was deposed in the underlying domestic relations case and it is believed his testimony will be consistent with his testimony in that deposition.

9. The trustees of the Mary Kay Ash Family Trusts
Dallas County, Texas/ Probate Court Cause No. PR-11-4021-P.2d

Testimony related to the trusts, but more specifically, the trustees' knowledge and position regarding Exhibit A attached to the First Amended Complaint.

10. Mel Yost, Esq.
125 E. Marcy
Santa Fe, New Mexico
(505) 982-9911

To the extent the parties agree to waive any agreement of confidentiality associated with the mediation conducted by Mr. Yost, it is believed Mr. Yost may possess factual information relevant to the issues raised by this case.

11. Any witness necessary for foundation, impeachment, or rebuttal.

12. Any witness identified by any party in this matter.

13. Defendants reserve the right to list and identify additional witnesses as they become known in a manner prior to trial.

B. Documents

A copy of, or a description by category and location, of all documents, electronically stored information, and tangible things that Defendants have in their possession, custody, or control and may use to support their claims or defenses, unless the use would be solely for impeachment.

1. Defendant Bennett's clients file in the Andrew Arrieta domestic relations case. This file has been maintained by the Rothstein Law Firm and will be produced. As of the drafting of this pleading, it has not been determined if the Bate Stamping will be complete. The file will be produced within a week of the filing of this pleading.
2. Rothstein Law Firm invoices for legal services rendered on behalf of the Plaintiff in the underlying domestic relations case. As to production, those records are being assembled and will be produced within a reasonable time.
3. Pleadings filed of record in the underlying domestic relations case to include depositions taken in that case. These pleadings are being produced. It is believed the most if not all of the pleadings are in the Rothstein Law Firm file. However, to the extent pleadings are not in the Rothstein file, those pleadings can be found in the public record.

C. Damages

A computation of each category of damages claimed by Defendants—who must also make available for inspection and copying as under Rule 34 of the documents or other evidentiary material, unless privileged or protected from

disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Defendant Bennett is not seeking damages in this case.

D. Insurance

For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Defendant Bennett will produce professional liability insurance policies applicable to this claim.

Respectfully submitted,

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